## Draft 4/27/12

## SECOND AMENDMENT TO LEASE AGREEMENT

# BETWEEN

### THE CITY OF BURLINGTON

AND

LAKE CHAMPLAIN BASIN SCIENCE CENTER, INC.

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|---|----------|----|--|
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Deleted: February

| THIS AMENDMENT TO THE LEASE A                         |  |
|---|--|
| , 2012, by and between THE CITY                       | Y OF BURLINGTON, VERMONT, a municipa           |
| corporation (hereinafter referred to as "City") and   |  |
| CENTER, INC., with its principal place of busine      | ess in Burlington, County of Chittenden and    |
| State of Vermont (hereinafter referred to as "Scient  | nce Center"), both the City and Science Center |
| are hereinafter collectively referred to as the "Part | ties."   |

#### RECITALS

WHEREAS, the Lease Agreement entered into by the Parties as of May 31, 1995 and amended by the Parties on June 20, 1996. Section 1 describes the Leased Premises.

WHEREAS, the Science Center is renovating its facility to include a new pavilion space that will advance its charitable mission by publicly accessible indoor and outdoor space designed to engage Waterfront guests in the ecology, culture, history and opportunities for stewardship in the Lake Champlain Basin.

WHEREAS, a certain area of the newly renovated outdoor space extends beyond the existing Leased Premises and including this area in the Lease Premises conforms with the purposes and intention of the Parties under the Lease Agreement.

NOW THEREFORE in consideration of the foregoing, the rents and mutual covenants contained herein, and intending to be legally bound hereby, the City and Science Center agreed to amend Section 1 of the first Amendment to Lease Agreement between the Parties to read as follows:

- 1. In addition to the Leased Premises provided for in Section 1 of the first Amendment to Lease Agreement between the Parties, in furtherance of the purposes of the Lease, the City hereby agrees to license to Science Center the exclusive use of the area described in Exhibit A attached hereto, subject to an existing College Street right-of-way, which includes a pump station which the City must be able to access at all times.
- 2. Accept as otherwise amended herein, City and Science Center agree that the Lease Agreement as amended is hereby affirmed and continues in full force and effect. All references

to the "Lease Agreement" shall be deemed to be references to the Lease Agreement as amended by the first Amendment to Lease Agreement and this Second Amendment to Lease Agreement.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Lease Agreement to be executed by its duly authorized representative.

| IN THE PRESENCE OF:  | THE CITY OF BURLINGTON                   |
|--|--|
|  | By:                                      |
|  |  |
| CENTER, INC.   | LAKE CHAMPLAIN BASIN SCIENCE             |
| By:  |  |
| STATE OF VERMONT   |  |
| COUNTY OF CHITTENDEN   |  |
| At Burlington, in said County, on the appeared before me City of Burlington, and he acknowledged this inst | , Mayor and Duly Authorized Agent of the |
| free act and deed, and free act and deed of the City   |  |

| Before me,   |           |
|--|-----------|
| Notary Public  |           |
| Expires  |           |
|  |           |
|  |           |
|  |           |
| STATE OF VERMONT   |           |
| COUNTY OF CHITTENDEN   |           |
| At Burlington, in said County, on theday of2012, persona                                 | lly       |
| appeared before me, President and Duly Authorized Age                                    | nt of the |
| Lake Champlain Basin Science Center, Inc., and he acknowledged this instrument by hi     | m, sealed |
| and subscribed, to be his free act and deed, and free act and deed of the Lake Champlain | n Basin   |
| Science Center, Inc.   |           |
|  |           |

Board of Finance

# SCIENCE CENTER LEASE AMENDMENT

In the year Two Thousand Twelve.....

Resolved by the City Council of the City of Burlington, as follows:

WHEREAS, the City of Burlington and the Lake Champlain Basin Science Center, Inc., (Hereinafter the "Science Center") entered into by the Parties as of May 31, 1995 and amended by the Parties on June 20, 1996, Section 1 describes the Leased Premises for the Science Center; and

WHEREAS, the Science Center is renovating its facility to include a new pavilion space that will advance its charitable mission by publicly accessible indoor and outdoor space designed to engage Waterfront guests in the ecology, culture, history and opportunities for stewardship in the Lake Champlain Basin, and

WHEREAS, a certain area of the newly renovated outdoor space extends beyond the existing Leased Premises and including this area in the Lease Premises conforms with the purposes and intention of the Parties under the Lease Agreement; and

WHEREAS, the City and Science Center have agreed to amend the first Amendment to Lease Agreement between the Parties to include such area (as described in Exhibit A attached to the Second Amendment to Lease Agreement attached hereto); and

WHEREAS, the Board of Finance at its meeting on April 27, 2012 unanimously approved and recommended City Council authorize Mayor Weinberger to execute the Second Amendment to the Lease Agreement, subject to the prior review and approval of the City Attorney.

NCW, THEREFORE, BE IT RESOLVED, that Mayor Miro Weinberger is authorized to execute

the attached Second Amendment to the Lease Agreement with the Lake Champlain Basin Science Center, Inc., subject to the prior review and approval of the City Attorney.



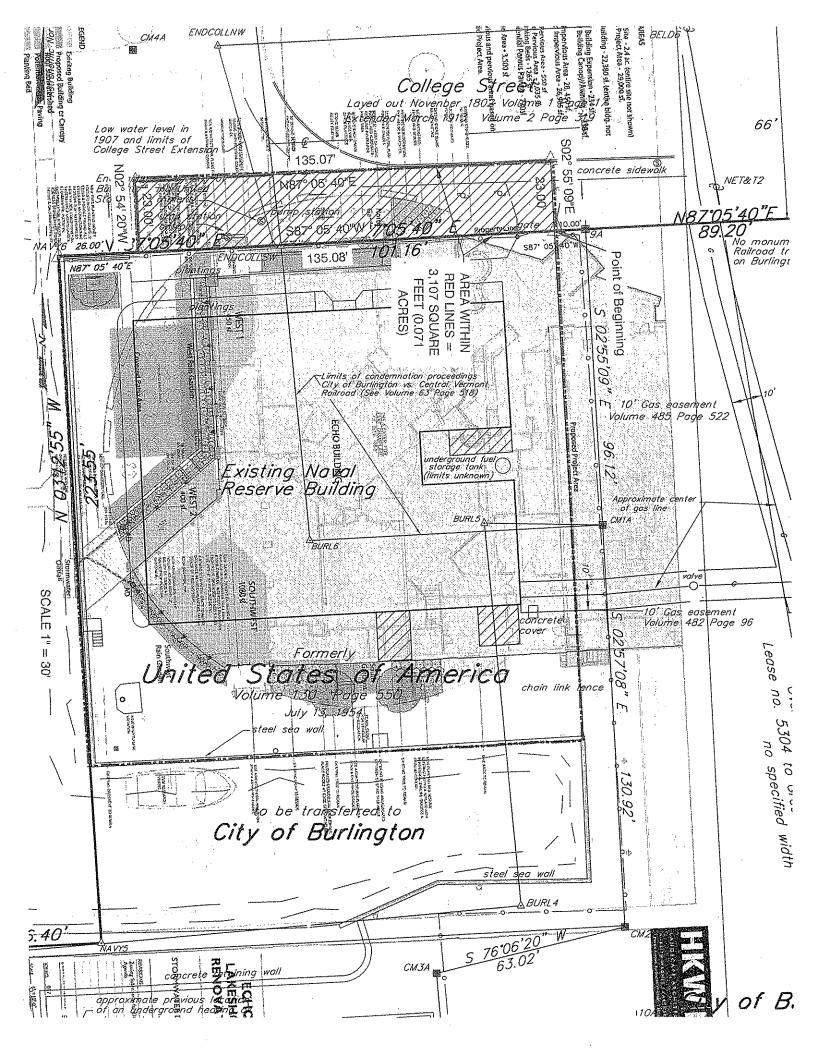


Exhibit A to Second Amendment to Lease Agreement between City and Science Center

Description of Echo Center Project Area

Beginning at a point on the southerly limit of College Street and on the westerly limit of the railroad property owned by the State of Vermont; said point lying S 87°05'40" W a distance of 10.00 feet from a concrete monument found in the ground, said concrete monument being designated as "9a" on a Boundary Survey entitled "Lands of and Land to be conveyed to the City of Burlington" by Krebs and Lansing Consulting Engineers recorded in the City of Burlington Land Records in Slide 303B; said concrete monument also being the northwest corner of lands acquired by the City of Burlington on August 3, 1990, see deed recorded on Page 322 from Volume 420 of the Burlington Land Records, said concrete monument also being the northeast corner of lands acquired by the City of Burlington from the United States of America, see deed recorded on Page 372 from Volume 525 of the Burlington Land Records dated May 31, 1995;

Thence proceeding S 87°05'40" W a distance of 135.08 feet along the southern limit of College Street and the northern limit of the lands acquired by the City of Burlington from the United States of America to a point, said point is located N 87°05'40" E a distance of 26.00 feet from the northwest corner of the above referenced City of Burlington lands and is designated as "NAVY6" on the above referenced Krebs and Lansing Boundary Plan (This course was partially described and referred to as N 85°44' E a distance of 168.6 feet in Exhibit A of Lease Agreement between The City of Burlington and Lake Champlain Basin Science Center, Inc. dated May 31, 1995);

Thence proceeding N 02° 54'20" W a distance of 23.00 feet to a calculated point;

Thence proceeding N 87°05'40" E a distance of 135.07 feet to a calculated point lying in the College Street right of way near the face of the existing curb;

Thence proceeding S 02°55'09" E a distance of 23.00' feet to the point of beginning;

All bearings referenced are calculated and based on Astronomic North. The area herein described is 3,107 square feet (0.071 acres).